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COMMUNICATIONS WORKERS OF AMERICA

UNION AGREEMENT

JULY 1, 2003 - JUNE 30, 2008

CLERICAL - CUSTODIAL

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ARTICLE I

This Agreement made and entered into this 1st day of July, 2003, at Burlington, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the Board of Supervisors of Des Moines County, Iowa (hereinafter referred to as "The Employer") and Communications Workers of America, AFL-CIO (hereinafter referred to as "The Union").

ARTICLE II
UNION RECOGNITION

SECTION 1:

The Employer agrees to recognize The Union as the collective bargaining representative for regular full-time clerical and custodial employees in the following Des Moines County offices: Auditor, General Relief, Maintenance and Custodial, Recorder, Treasurer, Data Processing and clerical in Sheriff's office.

A
SECTION 2:

Employees excluded from the bargaining unit are all elected officials, all First Deputies, all Directors, all department heads, office managers and Supervisors, Administrative Assistant to the Board of Supervisors, purchasing agent, all employees of the Assessor, and Conservation Board, and all other employees excluded under Section 4 of the Public Employment Relations Act.

SECTION 3:

BULLETIN BOARDS. The Employer shall provide bulletin board space for Union use. On written request from the Employer, the Union shall provide a current list of Union officers and stewards.

SECTION 4:

DUES DEDUCTION. The Employer agrees to deduct from an employee's wages on the first pay check of each calendar month The Union's membership dues when it has received from such employee not less than thirty calendar days prior to the closing of the first pay period of the month a lawful voluntary written authorization. The amount of such union dues shall be certified in writing to The Employer by The Union. It is understood that an employee may rescind his or her deduction authorization by giving at least thirty (30) days written notice to The Employer.

The Employer shall remit all dues deducted to the Union each month. An itemized statement of such deductions shall accompany the remittance.

The Union shall indemnify, defend and save The Employer harmless against any and all claims, demands, suits, or forms of liability that shall arise out of or by reason of action taken or not taken by The Employer in administering the provision of this section. If an improper deduction is made, The Union shall refund the appropriate amount directly to the employee who is eligible for and is claiming the refund.

ARTICLE III
PAID LEAVE OF ABSENCE

SECTION 1:

ELIGIBILITY. Regular full-time employees covered under this agreement who have satisfactorily completed their probationary period as required in Article IX are eligible for paid time off from work for the qualifying reasons and subject to the limiting conditions as provided in the subsections that follow.

SECTION 2:

DEFINITIONS. Paid time off is available only for those days that an employee is regularly scheduled to work. The employee's regular straight-time hourly rate of pay, multiplied by seven and one-half (7½) hours as set forth in Article VIII, Section 1 (work schedules) equaling the amount due the employee for one (1) day of authorized absence.

SECTION 3:

JURY DUTY. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty the employee shall present evidence of the amount received for such jury duty and remit that amount to The Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours, regardless of the shift worked, for the day in question and shall be considered time worked.

The employee summoned as juror shall notify his/her employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

SECTION 4:

COURT APPEARANCE. When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the federal government, the State of Iowa or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

ARTICLE IV
HOLIDAYS

SECTION 1:

HOLIDAYS TO BE OBSERVED

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Plus any other holiday designated by The Employer.

SECTION 2:

WHEN TO BE OBSERVED. Each holiday shall be observed on the date on which it falls, except that a holiday which falls on Saturday shall be observed on the preceding Friday, and a holiday which falls on a Sunday shall be observed on the following Monday. All employees will receive three (3) unscheduled holidays. Such holidays shall be taken in accordance with Article V, Section 2 (Vacations) of the agreement.

SECTION 3:

CONDITIONS. An employee must work his or her last regularly scheduled workday preceding and his or her first regularly scheduled workday following the holiday in order to be eligible for holiday pay. An employee who is absent on either of these scheduled workdays will not forfeit holiday pay if he or she is in an approved paid leave status as provided elsewhere in this agreement. It is the duty of each employee to keep his or her immediate supervisor or The Employer informed of his or her location in case an emergency situation should arise, unless he or she is absent due to illness, injury or vacation.

ARTICLE V
VACATIONS

SECTION 1:

Effective January 1, 1992 the accrual rate of paid vacation days shall be determined by the employee's length of continuous service. A prorated vacation amount shall be accrued each two week pay period. Where the step increase anniversary date falls within a two week pay period, the employee shall accrue the higher rate for the entire two week pay period.

ACCRUAL RATES

During the first year of continuous service - five (5) days of vacation per year.

During the second, third, and fourth years of continuous service - ten (10) days of vacation per year.

During the fifth through the fourteenth years of continuous service - fifteen (15) days of vacation per year.

During the fifteenth and every year thereafter of continuous service, twenty (20) days of vacation per year.

SECTION 2:

WHEN VACATIONS MAY BE TAKEN. New employees shall not be allowed to take vacation before successful completion of their probationary period. Vacation assignments shall be governed by seniority, provided the employee submits his or her vacation request prior to March 31. The employee recognizes that The Employer has the right to determine the number of employees within each job classification and/or work unit that may be on vacation at any given time. However, vacations shall be granted at times and in amounts most desired by the employee whenever operations permit as determined by The Employer. Vacations may be taken in units of one hour or more, up to the full amount that an employee has earned. Employees shall provide three (3) days advance notice to the Employer for requested vacation leave, emergency circumstances requiring vacation usage excepted.

If an employee is hospitalized during a paid vacation period, the portion of the vacation spent in the hospital and the ordered recuperative period may be rescheduled upon satisfactory proof of the hospitalization and the ordered recuperative period provided to The Employer. The period of time the employee spends in the hospital and the ordered recuperative period will be charged against the employee's accumulated sick leave.

SECTION 3:

VACATION PAY. Vacation pay will be computed in accordance with Article III (paid leave of absence) Section 2 (definitions).

SECTION 4:

VACATION TIME. Vacation time may be accumulated up to a maximum of one-and-one-half (1-1/2) times the employee's yearly vacation. An employee will not be permitted to work his/her vacation days in exchange for extra pay; vacation days must be taken or forfeited.

SECTION 5:

SEPARATION FROM EMPLOYMENT. Upon separation from employment for any reason, the employee or his/her estate shall be compensated for all earned unused vacation. An employee who gives The Employer the required two (2) weeks notice of his/her intent to resign shall be paid for any unused personal days. An employee who quits his/her job without giving the required two (2) weeks notice or is discharged for just cause shall not receive payment for any unused unscheduled holidays.

SECTION 6:

In the event of a layoff, an employee may elect to take his/her earned vacation days and unscheduled holidays, or hold them for use following a recall. However, at any time a laid off employee may receive, upon written request, payment for any or all earned vacation and unscheduled holidays. If the employee's time limit for recall eligibility as provided in Article X is expiring, the employee shall be compensated for any earned vacation and unscheduled holidays.

ARTICLE VI
SICK LEAVE

SECTION 1: LEAVE FOR DISABILITY

Employees will be granted leave for disability due to illness or injury, referred to herein as "sick leave". Time lost from work due to a leave of absence without pay, a layoff, a suspension without pay, or any other unpaid employment status shall not be counted as time for which sick leave is earned, except that an unpaid leave that does not exceed five (5) consecutive working days shall not be counted against the sick leave earning period. Sick leave shall not be earned while an employee is receiving sick leave or workers compensation benefits, sick leave absence of less than four (4) hour increments excluded.

SECTION 2:

ACCRUAL/ACCUMULATION. Employees shall earn sick leave at the rate of seven and one-half (7½) hours per two (2) week pay period in which sick leave in excess of 7.5 hours is not used. Employees may accumulate up to a maximum of 1237.5 hours of sick leave. Sick leave may be used in one (1) hour increments.

SECTION 3:

DISABILITIES COVERED. Sick leave applies to both occupational and non-occupational illness and injuries. An employee who loses time from work because of an occupational illness or injury may upon request supplement his/her worker's compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

SECTION 4:

UTILIZATION OF SICK LEAVE.

A. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

The Employer may require a medical certificate or other appropriate verification for absences covered by this article. If a verification is required, such verification shall have the original signature of an attending physician and show the cause or type of illness and probable length of any temporary disability.

B. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed twenty-two and one-half (22.5) hours (3 working days) for each such occurrence. Immediate family is defined as, and limited to the wife, husband, child, parents, grandparents, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse; aunts and uncles of the employee or other relatives residing in the employee's immediate household.

C. When an employee is a pallbearer in a funeral service for someone who is not a member of the employee's immediate family (as defined in 2 above), accrued sick leave may be used not to exceed three and three quarter (3.75) hours (one-half ($\frac{1}{2}$) work day) for each such occurrence.

D. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

E. An employee may be granted sick leave benefits in circumstances that make the employee responsible for the temporary emergency care of another person who resides in the employee's household, mother or father, unmarried child under the age of 25 years, or unmarried child with a recognized handicap and/or disability, when the employee is responsible for the temporary emergency care of that person.

F. Sick leave shall not be used for any reasons not specifically set forth above.

SECTION 5:

REPORTING REQUIREMENT. To be eligible for the receipt of sick leave pay, an employee is required to notify his or her immediate supervisor or foreman prior to his or her scheduled report-to-work time and to state the nature of his or her illness or injury. The reporting requirement may be waived in the event that circumstances prevent the employee from notifying The Employer.

SECTION 6:

CANCELLATION OF SICK LEAVE. Separation from the Employer shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be

restored, provided the employee is re-employed by The Employer within eighteen (18) months.

SECTION 7:

OCCUPATIONAL INJURIES. Occupational injuries incurred by employees shall not be charged as sick leave until after expiration of thirty (30) work days.

SECTION 8:

BENEFITS UPON RETIREMENT/DEATH. When an employee is qualified for retirement under the Iowa Public Employees Retirement System (IPERS) and then retires under a bona fide retirement (or in case of death), he or she shall be compensated for his or her accumulated but unused sick leave on the basis of one day's pay for each fifteen (15) hours of accumulated sick leave. The hourly rate for one day's pay to be paid for this benefit will be the employee's base regular straight-time rate of pay at the time of his or her retirement or death.

SECTION 9:

SICK LEAVE INCENTIVE. When an employee has the maximum accrual (1237.5 hours) and has taken 37.5 hours or less of sick leave in the calendar years, that employee is allocated 15 hours of compensatory time to be used in the following calendar year. The compensatory time must be used during the next calendar year and may not be carried over to a following calendar year.

ARTICLE VII
LEAVE OF ABSENCE WITHOUT PAY

SECTION 1:

ELIGIBILITY. Employees shall have the right to request a leave of absence in accordance with the provisions of this article after the successful completion of their probationary period. Maternity leaves of absence shall be exempt from the waiting provisions of this section.

SECTION 2:

REQUEST PROCEDURES. Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

SECTION 3:

LEAVES OF ABSENCE WITHOUT PAY. Except as otherwise provided by this section, employees may be granted leaves without pay at the sole discretion of The Employer for any reason for a period up to, but not exceeding one (1) year.

SECTION 4:

MATERNITY LEAVE. Employees shall be granted a maternity leave of absence without pay as follows:

A. The employee shall, whenever possible, submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Upon request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be granted for increments of thirty (30) days, not to exceed six (6) months in total.

B. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

C. Except as provided under Article VI of this agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

SECTION 5:

MILITARY LEAVE. Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the

Iowa Code and the applicable federal statutes.

SECTION 6:

OFFICIAL UNION ACTIVITY. A member of the Union selected by the Union to participate in an official Union activity may, at the discretion of the Employer, be granted a leave of absence without pay upon written request to the Department Head by the Union seven (7) days in advance of the time of such leave provided that no more than twenty (20) days total for the bargaining unit may be requested by the Union for this purpose in any fiscal year. A denial of such leave shall not be subject to the grievance procedure.

ARTICLE VIII HOURS OF WORK

SECTION 1:

WORK SCHEDULE. The normal work schedule for bargaining unit employees will be seven and one-half (7½) hours of work in a twenty-four (24) hour period. A regular work day may also be less than the foregoing number of hours when The Employer determines that a shorter period is appropriate for a specific work assignment. When necessary to serve the public interests, the employer may adjust the starting and ending times of the seven and one-half (7½) hour work schedule by having employees report to work up to one hour later than the normal start time and then work an equal amount (up to one hour) later than the normal ending time. The Employer will first ask for volunteers for a schedule change. If there are no volunteers, the schedule change will be implemented by rotation.

SECTION 2:

WORK WEEK. Five (5) regular work days scheduled within a period of seven (7) consecutive calendar days, normally commencing on Sunday of each calendar week.

In order to adapt to other scheduling concepts such as "flex-time" and the "compressed work week", The Employer and an employee may mutually agree to schedule special hours of work. In such cases overtime will be earned only for those hours worked in excess of the employees regularly scheduled hours of work.

SECTION 3:

WORKING HOURS. A regular pattern of working hours will be established for each employee in accordance with the requirements of his or her job classification and specific work assignment as determined by The Employer. These hours may be changed or altered to meet the needs of The Employer.

SECTION 4:

PAID TIME OFF. Authorized absences with pay are defined elsewhere in this agreement. An employee must first be regularly scheduled to work on the day of an absence, and the absence must qualify under the guidelines of the respective section of this agreement before payment at the employee's straight-time hourly rate of pay can be approved by The Employer.

SECTION 5:

REST PERIODS. Where appropriate paid rest periods will be

established by The Employer consistent with operational requirements as determined by The Employer.

SECTION 6:

OVERTIME. Employees shall be compensated for authorized overtime work at the rate of one and one-half (1-1/2) times an employee's straight-time hourly rate for all approved time actually worked in excess of forty (40) hours in an employee's regularly scheduled work week.

When an employee is called in to work other than normally scheduled hours, the compensation will be a minimum of one (1) hour regardless of length of time worked, starting with the time of the call. The hour minimum shall be counted toward weekly overtime hours.

SECTION 7:

WORK TIME. For purposes of overtime computation as set forth in Section 6 above "work time" is defined as:

- (a) All hours actually spent performing duties on the assigned job.
- (b) Travel between job sites during or after the regular work day.
- (c) Rest periods taken in accordance with Section 5 of this Article.
- (d) Meal periods in those situations when an employee is to work during his/her meal period.

SECTION 8:

PYRAMIDING PROHIBITED. Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for work under the provisions of this agreement for the same hours worked.

SECTION 9:

COMPENSATORY TIME OFF. If, at The Employer's discretion, compensatory time off is granted in lieu of cash payment for overtime, an employee shall be granted a period of time off at the rate of one and one-half (1-1/2) hours for each overtime hour worked. Compensatory time off shall be granted at the request of the employee with the approval of The Employer.

SECTION 10:

ADVANCE AUTHORIZATION. Any work that is performed in addition to an employee's regularly scheduled working hours must have specific prior authorization from The Employer. A record of all overtime worked shall be maintained in accordance with procedures established by The Employer.

An employee may not refuse to work overtime when so directed by The Employer. No overtime payment shall be paid either in cash or compensatory time except for time actually worked.

ARTICLE IX
SENIORITY

SECTION 1:

PROBATIONARY PERIOD. Regular full-time employees shall acquire seniority after completing a six (6) month probationary period. An employee may be terminated without cause during his probationary period and no grievance shall be filed concerning such termination. Probationary employees are not eligible for any fringe benefits except for group health insurance under the guidelines of The Employer's established plan.

SECTION 2:

DEFINITION. Seniority means an employee's length of continuous service with The Employer in a bargaining unit position following the employee's successful completion of their probationary period.

SECTION 3:

CONTINUOUS SERVICE. An employee's continuous service record shall be broken for the following reasons:

- A. Voluntary resignation.
- B. Discharge for cause.
- C. Retirement.
- D. Is absent from work for two (2) consecutive workdays without approval by The Employer, providing that an exception may be made at the sole discretion of The Employer.
- E. Fails to report to work on the next scheduled workday following completion of a leave of absence or a vacation unless an emergency precludes returning to work.
- F. Is laid off for more than fourteen (14) months.
- G. Fails to notify The Employer of his intention to return to work within five (5) calendar days after The Employer has mailed to the employee and to the designated representative of the bargaining unit, by certified mail, a notice of recall.
- H. An employee engages in other gainful employment during a leave of absence except when such a leave of absence was authorized specifically for that purpose.

SECTION 4:

SENIORITY ROSTER. A seniority roster of all bargaining unit employees is to be maintained by The Employer. Following the successful completion of the probationary period, an employee's seniority date shall be the date that he/she started to work as defined above, adjusted by any period of absence(s) that exceeds five (5) working days in length.

In the event that two (2) or more employees have the same seniority date, the seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower four (4) digits of the social security number being considered as having greater seniority.

ARTICLE X
LAYOFF

SECTION 1: RIGHT TO LAY OFF

The Union recognizes the right of The Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this section.

SECTION 2:

LAYOFF PROCEDURES. When a layoff occurs, the following general rules shall apply:

A. Layoffs shall be by classification as set forth in the job specifications except that part-time employees shall be laid off prior to the layoff of permanent full-time employees.

B. Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of time.

C. Employees in the layoff unit shall be laid off in accordance with ability and seniority. Layoff shall be by seniority with the least senior employees within the classification affected being laid off first, unless the least senior employee possesses special skills and ability required to meet the needs of The Employer.

D. An employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect bumping to the next lower classification in the same series as the classification in which layoffs are to be effected, or, in the absence of a lower classification in the same series, to a lower or lateral classification which the employee has formerly occupied while in the continuous employ of the agency. The assignment in the lower classification will be at The Employer's discretion; however, such assignment shall not be permitted if the result thereof would be to cause the bumping of an employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify The Employer, in writing, of such election which must be received or postmarked not later than five (5) calendar days after receiving notice of layoff. An employee displaced under these provisions shall have the right of election as provided herein.

Any employee who elected to bump, in lieu of layoff, shall have the right of reinstatement to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to, or a new employee hired for such classification by The Employer enforcing the layoff. Upon bumping, an employee shall retain his/her current

rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Any employee laid off because of a reduction in force, shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the classification, before a new employee may be hired for such position by The Employer enforcing the layoff, if such opening becomes available within two (2) years of the date of such layoff because of a reduction in force.

Failure to accept a position when offered within five (5) calendar days after The Employer has mailed to the affected employee a notice of recall shall negate any further rights of reinstatement.

ARTICLE XI
DISCIPLINE

Section 1. The Union recognizes the right of the Employer to discipline employees for "just cause". An employee, who alleges that such action was not based upon just cause, may appeal the Employer's action through the grievance procedure set forth in Article XII of the Agreement.

Section 2. Notwithstanding Section 1 above, nor any other provision(s) of this Agreement, the releases of probationary employees shall not be subject to the grievance procedure.

ARTICLE XII
GRIEVANCE PROCEDURE

SECTION 1:

DEFINITIONS.

- (A) Grievance. A "grievance" shall mean a claim that alleges a violation of any of the terms or provisions of this agreement.
- (B) Grievant. A "grievant" shall mean an employee, a group of employees or the Union filing a grievance.
- (C) Day. The term "day" or "days" as applied to this article shall mean employee work days.

SECTION 2:

GRIEVANT STATUS. Every grievant shall have the right to present and process grievances in accordance with the procedures as established herein.

SECTION 3:

REPRESENTATION. A grievant may represent himself or herself at any step of the grievance procedure and shall have the right to be represented by a Union representative at any step of the grievance procedure.

SECTION 4:

INVESTIGATION - PROCESSING. Any investigation of any grievance shall be conducted as to result in no interference with or interruption of work activities.

SECTION 5:

PROCEDURE. A grievance shall be processed in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, in discussion with the immediate supervisor within five (5) days after the grievant knew or should have known of the occurrence or the event giving rise to the grievance. The grievant shall indicate the section(s) of this agreement involved in the grievance, if known. The grievant shall receive an oral response within five (5) days after the grievant has presented the oral grievance. If the grievance cannot be resolved at this step, the grievant may pursue the grievance to Step 2 within five (5) additional

days. Any meeting where a grievance is not identified as such shall not constitute Step One of the grievance procedure.

Step Two. If the grievance is not resolved at Step One, it may be filed in writing by the grievant to the department head. The written grievance shall designate the specific section or sections of this agreement alleged to be violated and shall contain a statement specifying what relief or remedy is desired. The department head or designee shall meet with the grievant, investigate the grievance, and provide a written response to the grievant within five (5) days of the receipt of the written grievance.

Step Three. If the grievance is not resolved at Step Two, the grievant may, within five (5) working days following receipt of the Step Two written response, submit the grievance to the Board of Supervisors or proceed to Step Four. The Board of Supervisors shall provide a written response to the grievance within fifteen (15) working days providing a copy to the grievant. The Board of Supervisors may, at their discretion, meet with the grievant and grievant's representative, if any, prior to providing a written response. If such meeting is conducted during work time, it shall be held without loss of pay to the grievant and one Union representative who is an employee in paid status.

Step Four. Arbitration. If the grievance is not resolved at Step Three, it may be appealed with the concurrence of both parties to grievance mediation, or to arbitration by written notice of request for arbitration, submitted by the grievant to the department head or Board of Supervisors within ten (10) days after the written decision in Step Three is received or due. Notice of such submission shall be in writing, signed by the grievant, and shall state the specific section(s) of the agreement which is (are) to be considered by the arbitrator and the specific relief requested. When a timely request has been made for arbitration, the Iowa Public Employment Relations Board shall be requested by either or both parties to submit a list of five (5) arbitrators.

The parties or their representative, beginning with the party who requested arbitration, shall alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance, and after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall issue a binding decision not later than sixty (60) calendar days from the date of the close of the hearing unless the time is extended by agreement. If post-hearing briefs are requested, the hearing will be considered closed upon the Arbitrator's receipt of the briefs of both parties. The

Arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted.

SECTION 6:

TIME LIMITS. Time limits related to grievance and arbitration may be extended by mutual written agreement. Should The Employer after having been served with a notice of any grievance fail or refuse to meet to attempt to settle such grievance within the time limits specified or fail to provide the employee and union representative with a response within the specified time limits, unless the time limit has been extended by written mutual consent of the parties, the aggrieved party shall then consider the grievance denied and continue with the next applicable step.

SECTION 7:

ARBITRATOR AUTHORITY. The arbitrator shall have no authority to add to, subtract from, change, modify or amend any of the terms of any part of this agreement. Past practices which are not mandatory subjects of bargaining under Iowa law shall not constitute a part of this agreement, unless expressly stated to the contrary herein, and the arbitrator shall have no authority to determine a grievance, either in whole or in part, based upon any past grievance, unless such practice concerns a mandatory subject of bargaining listed in Section 20.9 of the Code of Iowa, which is not covered by this agreement, and such practice has been both known to and accepted by the grievant and The Employer. The decision of the arbitrator, within the scope of this authority, shall be final and binding upon The Employer and the grievant. Awards will not be retroactively applied beyond the date of the occurrence giving rise to the grievance. Within the scope of the arbitrator's authority, the arbitrator shall be empowered to include in any award remedies as the arbitrator deems proper.

SECTION 8:

ARBITRATOR EXPENSES. The grievant and The Employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. If a court reporter is used during the hearing and requested by both parties, the expenses related to the reporter will be shared equally by the grievant and The Employer. The arbitrator may not hear more than one grievance unless the grievances involve more than one employee and the same facts or the presentation of more than one grievance is mutually agreed to by The Employer and the grievant.

SECTION 9:

RELEASED TIME FOR ARBITRATION. If an arbitration and/or mediation hearing is held during the grievant's work day, the grievant and the Union Steward who is directly representing the grievant will be released from work without loss of pay for the time necessary to attend the hearing. However, no such release shall require the payment of overtime pay.

GRIEVANCE FORM

DES MOINES COUNTY, IOWA

Date filed

Department

Distribution of Form

1. Union
2. Grievant
3. Appropriate Supervisor
4. Department Head

Name of Grievant

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance

D. Relief Sought

Signature of Grievant or Representative

Date

Disposition by Supervisor

Signature of Supervisor or Representative

Date

STEP 3

A. _____
Signature/Grievant and/or Representative

Date Received/Department Head

B. Disposition by Department Head or Designee

Signature of Department Head or Designee

Date

STEP 4
REQUEST FOR ARBITRATION

The undersigned Grievant hereby requests arbitration of the above grievance.

A. Section(s) of Master Agreement to be considered by Arbitrator

B. Relief requested from Arbitrator

Signature of Grievant and/or Representative

Date

ARTICLE XIII
HEALTH AND SAFETY

SECTION 1:

PROTECTIVE CLOTHING AND EQUIPMENT. The Employer shall designate items of clothing and equipment that are required for the performance of assigned duties. The use of such protective items shall be mandatory. The Employer agrees to supply such items that are designated as "required".

SECTION 2:

DAMAGE TO PERSONAL ITEMS. If an employee suffers a damage to personal clothing or equipment items as a direct result of the proper performance of assigned duties, the employee may submit a request in writing to The Employer for compensation in part or in full for the item damaged. The Employer may require a full explanation of the accident and, following an investigation by The Employer, allow all, a part, or none of the claimed amount.

SECTION 3:

FIRST AID EQUIPMENT. The Employer agrees to provide adequate first aid equipment. All on-the-job injuries and work related illnesses must be reported promptly to The Employer.

The Employer may require a physical examination to determine the condition of health of any employee and their ability to perform assigned duties.

ARTICLE XIV
MISCELLANEOUS

SECTION 1:

EMPLOYER-REQUIRED EDUCATION. Employees may be required to attend or complete courses of instruction that are related to their present or contemplated job assignments. When so required to attend, The Employer agrees to pay the direct costs of such instruction, subject to budget limits established by the Employer.

SECTION 2:

TRAVEL EXPENSES. An employee who travels at the direction of The Employer will be reimbursed for actual expenses subject to the limits established for all Des Moines County employees. Such travel must be approved in advance by The Employer, and the employee's claim for reimbursement must be supported by receipts for each expense. Official vehicles are to be utilized for travel except when the use of the employee's personal vehicle is authorized by The Employer.

SECTION 3:

INCLEMENT WEATHER. Non-emergency employees may be given a leave of absence without pay in the event that bad weather or closure of work prevents the employees from reporting to work. Vacation, unscheduled holidays, or compensatory time off may be used in lieu of leave of absence without pay.

ARTICLE XV
EMPLOYEE INSURANCE PROTECTION

SECTION 1:

A. HEALTH INSURANCE. The Employer will provide a health insurance program as is outlined below to each regular full time employee covered under this agreement and will pay the premiums for each such employee and their dependents due under the plan.

B. COST CONTAINMENT. The parties recognize the need to contain health care costs to the fullest extent possible and to that end shall include mandatory second opinions, pre-admission authorization, and mandatory out-patient procedures in accordance with such rules as may be imposed by the insurance carrier.

C. GENERAL DESCRIPTION. The insurance plan is generally described as follows: Combine all present coverages under a COMPREHENSIVE PLAN with a front end deductible of \$250.00 PER INDIVIDUAL AND \$500.00 PER FAMILY PER CALENDAR YEAR. Medical expenses after the first \$250.00 or \$500.00 per calendar year would be subject to a CO-INSURANCE PROVISION OF 80/20% with the plan reimbursing 80% of covered services and the individual or family responsible for 20% of covered services. CO-INSURANCE WOULD APPLY TO THE NEXT \$2,000.00 OF COVERED SERVICES PER INDIVIDUAL OR \$4,000.00 PER FAMILY. After the deductible and co-insurance have been satisfied, the plan would pay 100% of the covered charges. STOP LOSS PROVISION OR OUT OF POCKET MAXIMUM WOULD THEREFORE BE \$650.00 PER INDIVIDUAL OR \$1,300.00 PER FAMILY PER CALENDAR YEAR. Lifetime maximum benefits per individual covered would remain at \$1,000,000.00. All charges would be settled using a current "reasonable and customary schedule" for the area where charges originate. All services provided must be medically necessary in order to be considered for payment.

MANAGED CARE PROVISIONS:

A. PRE-EXISTING CONDITION CLAUSE ON NEW HIRES: If medical expenses are incurred in connection with a pre-existing condition, the medical care benefit is limited to \$3,500.00 of covered medical expenses. This limitation applies only during the first twelve (12) consecutive months that insurance is in force for an employee or family member.

PRE-EXISTING CONDITION means a condition which is caused by an injury or sickness and requires a family member, during the three (3) months just before becoming insured to: (a) consult a doctor; (b) seek diagnosis or advice or receive medical care or treatment; (c) undergo hospital admission or doctor's visits for testing or for diagnostic purposes or studies; or (d) obtain services, supplies, prescription drugs or medicines.

This limitation will not apply after the family member has remained insured for THREE CONSECUTIVE MONTHS without incurring an expense for the pre-existing condition, or for TWELVE CONSECUTIVE MONTHS, whichever occurs first.

B. AGE LIMIT ON DEPENDENTS: Amended present definition of "DEPENDENT" as follows: means your lawful spouse and unmarried natural child who is under age 19, OR UNDER AGE 24 if a full-time student. The term "child" will also include a stepchild or other child for whom you have assumed a legal responsibility when such child resides in your household in a parent-child relationship. Coverage will not be terminated due to age if your dependent child is incapable of earning a living due to mental or physical handicap.

C. MATERNITY EVALUATION: Means a written document prepared by an insured member's doctor or covered health practitioner and submitted by the fourth month of pregnancy. The maternity evaluation must contain the following information:

- (a) Expected date of delivery;
- (b) Expected method of delivery (vaginal or caesarian section) and supporting reason(s) for the method;
- (c) Identification of any actual or expected complications for the mother or child(ren) and types of treatment to be provided;
- (d) Fees for the treatment;
- (e) Requested length of stay in the hospital.

Based upon the information provided in the Maternity Evaluation, an appropriate length of stay will be certified.

The plan must be notified in case of emergencies such as premature birth or development of a severe medical problem so that provision can be made for a re-evaluation of length of stay and treatment.

FAILURE TO SUBMIT THE WRITTEN DOCUMENTATION OR NOTIFY THE PLAN will result in a special \$500.00 deductible to be applied before payment of benefits; this deductible will not apply toward satisfaction of any other plan deductible and/or co-insurance or toward the stop-loss.

COVERAGE FOR CAESARIAN SECTIONS THAT ARE NOT CONSIDERED MEDICALLY NECESSARY WILL BE REIMBURSED AS FOLLOWS:

- (1) Doctor's charges up to the reasonable and customary charge for a normal vaginal delivery.
- (2) \$500.00 will be subtracted from the hospital charges and the remaining covered charges will be paid at 80% after satisfaction of the deductible.

(3) Charges not covered, the \$500.00 and charges under the 20% provision will not be applied to the "stop loss" limit.

D. PRE-ADMISSION AUTHORIZATION - ADMISSION REVIEW - CONTINUED STAY REVIEW - CASE MANAGEMENT: Present plan language would be revised to include PRE-ADMISSION AUTHORIZATION - ADMISSION REVIEW - CONTINUED STAY REVIEW - CASE MANAGEMENT under the same clause and subject them to the special \$500.00 deductible for failure to notify the plan or comply with the plan directives. This deductible will not apply toward satisfaction of any other plan deductible and/or co-insurance or towards the stop-loss provision.

CASE MANAGEMENT AND CONTINUED HOSPITAL STAY REVIEW will be provided by third party professional firms in consultation with the Claim Administrator.

EMERGENCY ADMISSION REVIEW will require the plan be notified within 48 hours after an emergency admission or 72 hours after admission on a weekend or holiday.

E. PRESCRIPTION DRUG CARD BENEFITS DEDUCTIBLES: \$5.00 for Generic and \$15.00 for Brand Name. Participant is required to obtain Generic when available unless prescribing physician will only prescribe Brand Name or Generic is not available - in which case deductible is \$5.00.

F. PREFERRED PROVIDER NETWORK (PPN): Plan would be authorized to initiate with the help of the Third Party Administrator (TPA) discussions to effect discounts with providers of medical services in exchange for referral of patients on a restricted basis.

Participants would be required to first use the providers in the PPN or if they choose to use other providers, the benefit payments would be reduced to that amount that would have been paid had the participant used the approved PPN.

THIS RULE WOULD NOT APPLY TO EMERGENCY SITUATIONS, OR IF CARE OR SERVICES ARE NOT AVAILABLE FROM THE PROVIDERS IN THE PPN OR IF A PATIENT'S HEALTH WOULD BE JEOPARDIZED BY THIS REQUIREMENT.

G. DENTAL INSURANCE: The Employer will provide a dental insurance program subject to such rules as may be imposed by the insurance carrier, to each regular full-time employee covered under this agreement and pay one hundred percent (100%) of the premium for each such employee and their dependents. The Employer retains the right to select the plan of insurance coverage and the insurance carrier. In the event that a change is made from the present plan and carrier, The Employer agrees that the insurance coverage will be equal to or greater than the current insurance coverage.

SECTION 2:

CAFETERIA PLAN OPTION. As an alternative to the insurance coverage set out in Section 1, each regular full time employee shall have the option to voluntarily participate in the salary reduction benefits of a cafeteria plan as defined in Internal Revenue Code Section 125. Enrollment fees for those employees voluntarily participating will be paid by The Employer. All employees participating in the cafeteria plan must adhere to the regulations and rules of the plan. Any employee who opts to participate in the plan will be required to carry single health and major medical coverage unless they present proof of such coverage from another insurance carrier.

SECTION 3:

LIFE INSURANCE. The Employer will provide at no cost to the employees covered in Section 1 above a plan of group term life insurance coverage in the amount of twenty-five thousand dollars (\$25,000.00) per covered employee.

ARTICLE XVI
GENERAL

SECTION 1:

OBLIGATION TO BARGAIN. This agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, The Employer and The Union, for the life of this agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

SECTION 2:

SAVINGS CLAUSE. In the event any Article, Section or portion of this agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specially specified in the decision; and upon issuance of such a decision, The Employer and The Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

SECTION 3:

TERMINATION OF AGREEMENT. The terms and conditions of this agreement shall continue in full force and effect commencing on July 1, 2003, and terminated on June 30, 2008, unless the parties mutually agree in writing to extend any or all of the terms of this agreement. Upon termination of the agreement, all obligations under the agreement are automatically cancelled.

ARTICLE XVII - APPENDIX "A"

A.1 RATE OF PAY. Rates of pay are stated within this Appendix "A" and are given on an annualized basis. The Employer will establish a schedule of rates by pay periods for payroll purposes. Employees are divided into two general classifications: (1) clerical and (2) custodial. Beginning rates of pay are stated for new employees starting to work and these beginning rates are applicable to employees rehired after a break in their seniority. Periodic increases that are to become effective following the completion of the stated number of months of credited service are also listed.

CLERICAL - MONTHS OF CREDITED SERVICE COMPLETED:

Effective	7/1/03	7/1/04	7/1/05	7/1/06	7/1/07
Starting Rate	\$17,905.75	\$18,442.92	\$18,996.21	\$19,566.10	\$20,153.08
Six (6)	20,778.27	21,401.62	22,043.67	22,704.98	23,386.13
Twelve (12)	21,226.86	21,863.67	22,519.58	23,195.17	23,891.02
Eighteen (18)	21,981.94	22,641.40	23,320.64	24,020.26	24,740.87
Twenty-four (24)	22,505.24	23,180.40	23,875.81	24,592.08	25,329.84
Thirty (30)	22,976.29	23,665.58	24,375.55	25,106.82	25,860.02
Thirty-six (36)	23,435.79	24,138.86	24,863.03	25,608.92	26,377.19
Forty-two (42)	23,904.53	24,621.67	25,360.32	26,121.13	26,904.76

CUSTODIAL - MONTHS OF CREDITED SERVICE COMPLETED:

Effective	7/1/03	7/1/04	7/1/05	7/1/06	7/1/07
Starting Rate	\$17,395.78	\$17,917.65	\$18,455.18	\$19,008.84	\$19,579.11
Six (6)	20,186.53	20,792.13	21,415.89	22,058.37	22,720.12
Twelve (12)	20,622.30	21,240.97	21,878.20	22,534.55	23,210.59
Eighteen (18)	21,355.89	21,996.57	22,656.47	23,336.16	24,036.24
Twenty-four (24)	21,864.29	22,520.22	23,195.83	23,891.70	24,608.45
Thirty (30)	22,321.92	22,991.58	23,681.33	24,391.77	25,123.52
Thirty-six (36)	22,105.18	23,451.39	24,154.93	24,879.58	25,625.97
Forty-two (42)	23,223.73	23,920.44	24,638.05	25,377.19	26,138.51

A.2 PAYROLL COORDINATOR

The wage matrix for payroll coordinator shall be the same as the clerical wage matrix increased by five percent (5%).

A.3 LEAD PERSON CUSTODIAL

The wage matrix for lead custodian shall be the same as the custodial wage matrix increased by five percent (5%).

A.4 LEAD MAINTENANCE

The wage matrix for lead maintenance shall be the same as the custodial wage matrix increased by five percent (5%).

A.5 CLERICALS PERFORMING SPECIAL SHERIFF DUTIES

Clerical employees assigned to the office of the sheriff may be required to perform certain special assignments as determined by the sheriff. As an incentive to perform such assignments, a premium of seventy-five (75) cents per hour shall be paid for those hours actually worked. Such assignments shall require advance authorization of the sheriff or his or her designee.

A.6 WAGE CHANGES

All wage changes shall be effective on the first day of the pay period following the date of the event which is the basis for the wage change.

A.7 ALTERNATE PAY METHODS

As a convenience to employees who are not scheduled to work on a regular payday, The Employer may utilize alternate methods of payment, including regular mail, direct transfer to a financial institution, or delivery of a check to a third party. An employee who requests any of the available alternates must prepare a signed authorization prior to the release of any pay. Authorizations to release a check to a third party must also provide for some identification technique. The Employer shall not be liable for any action or actions that result either directly or indirectly from the release or the refusal to release any pay under the provisions of this subsection.

A.8 PAYROLL PERIODS. The cut-off date for all payroll sheets and time cards will be midnight the Thursday preceding paydays.

A.9 PAYDAYS. The Employer agrees to issue paychecks to employees every other Friday. Should a payroll fall on a holiday, paychecks will be distributed on the last work day preceding the holiday.

A.10 LONGEVITY

Annual longevity payments shall be made on the last payday in November of each year, by separate warrant, in accordance with the longevity pay plan set forth below for all employees who shall have completed at least five (5) years of continuous service, and who are in the employ of The Employer as of November 30 of the year in which the longevity payment is made. In the case of an employee who would have been eligible for longevity pay on November 30 of a given year, but died, resigned, or retired before this date, such

employee or the beneficiary designated in the employee's life insurance policy provided under this agreement shall receive a pro-rata longevity payment for that year based on the number of full months worked from the last December 1 to the date of the employee's death, resignation, or retirement.

THE FOLLOWING LONGEVITY PAY SCHEDULE IS A FLAT RATE FOR CONTINUED SERVICE EFFECTIVE JULY 1, 2000:

After 5 years of continuous service - \$100.00 per year
After 10 years of continuous service - \$600.00 per year
After 15 years of continuous service - \$900.00 per year
After 20 years of continuous service - \$1200.00 per year

Employees who were receiving \$250.00 for five (5) years of continuous service prior to July 1, 2000, shall continue to receive that amount until after ten (10) years of continuous service. This shall not apply to employees who attain five (5) years of service after July 1, 2000.

A.11 NEW JOBS

New job openings will be posted in the department in which the opening or vacancy occurs prior to the hiring process. If a job opening or vacancy is made known to the auditor's office, the auditor will provide notice of that opening or vacancy to the Union by written notification to one designated person in the Union prior to the hiring process.

BOARD OF SUPERVISORS - DES MOINES COUNTY, IOWA

COMMUNICATIONS WORKERS OF AMERICA

APPROVED

2003 - 2008 AGREEMENT

Done MAY 13 2003 *EAB*

BOARD OF SUPERVISORS

FOR DES MOINES COUNTY

By *V.E.H.*

E. Hoschel
Chairman, Board of Supervisors

Date 05/13/03

By *James M. ...*

Supervisor

Date 5-13-03

By *Edgar A. Blaw*

Supervisor

Date 5-13-03

FOR COMMUNICATION WORKERS OF AMERICA

LOCAL 7176

By *Miguel ...*

...

Date 5/9/03

By *Mary ...*

...

Date 5/9/03

By *Kathy ...*

...

Date 5-9-03